

1 Jay Blas Jacob Cabrera
2 705 Alvarado Row
3 Stanford CA, 94305
4 (831) 332-2486
5 In Pro Persona
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7 **SUPERIOR COURT OF CALIFORNIA, SANTA CLARA COUNTY**
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9 Jay Blas Jacob Cabrera) Case No. : 113CV245239
10 Plaintiff)
11 vs.)
12) PLAINTIFF’S REQUEST
13 Santa Clara County Registrar of Voters) FOR 2nd JUDICIAL NOTICE
14 Santa Clara County Board of Registrar)
15 Santa Clara County Board of Supervisors)
16 Santa Clara Department of Revenue)
17 Santa Clara County)
18 Defendants)
19 _____)

20
21 **JUDICIAL NOTICE**

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23 Plaintiff Jay Blas Jacob Cabrera herby requests this court to take judicial notice
24 of the attached documents. This request is made pursuant to Evidence Code section
25 452 and 453.

26 Evidence Code section 452, subdivision provides, in pertinent part:

27 *“Judicial notice may be taken of the following matters to the extent that*
28 *they are not embraced within section 451:*

...

(c) *Official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States . . .*

(h) *Facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.*

...”

Evidence Code section 453 makes section 452 mandatory under certain conditions:

“The trial court shall take judicial notice of any matters specified in Section 452 if a party requests it and :

- (a) *Gives each adverse party sufficient notice of the request, through the pleadings or otherwise, to enable such adverse party to prepare to meet the request; and*
- (b) *Furnishes the court with sufficient information to enable it to take judicial notice of the matter.”*

DECLARATION OF NOTICE EXHIBIT E

1. Plaintiff respectfully requests this court to take judicial notice of the document attached hereto as Exhibit E, which is the original Agreement and Contract Signed by the Plaintiff at the Request of the Defendants in order to apply for Indigent Candidate Statues with an Affidavit of Financial Worth as provided by Section 13309. This document, written by the Defendants clearly states that the processes governing the Plaintiffs indigent status are “as provided for in Elections Code §13309”, not Section 13307 or any other section of the Elections Code. The document also clearly shows

the ambiguous interpretation that the Defendants have in regards to applying policies pursuant and in alignment with Section 13309.

The purpose of this agreement and contract was to officially initiate the indigent process with documentation on the Plaintiffs financial worth "as provided for in Elections Code §13309". This is just one of many documents that the Plaintiff had to sign and agree to as contracts in the process of running for office with the County of Santa Clara. It is clearly stated at the top of this document in bold letters which Section of the Elections code applies, "as provided for in Election Code §13309", not Section 13307 or any other section of the Elections Code. The Plaintiff would have no other Election code or section to review except Section 13309 based on the documentation, agreements, and contracts entered into before the election took place.

Of the nine sections in this contract, the header correctly verifies that the process is provided by Section 13309. From there the document itself is ambiguous and confusing in terms of how and why the Defendants used words that were not included and approved by Section 13309 as was stated at the top of the document.

It is important to note that this agreement was the initiation process for the Plaintiff to be considered for certified indigent status, pursuant to Section 13309, and only Section 13309. The plaintiff had no choice but to sign this document or not be able to apply for indigent status. Regardless of any agreements, contracts, or documents, only the Elections Code Section 13309 has legal authority that the Defendants must follow regardless of what they may have written into this and other documents. The only reason the Plaintiff signed this document was because he was forced to in order to be considered for indigent status. Additionally he thought based on his analysis and advising on Section 13309, that he was guaranteed a basic reduction of costs in relation to wealthy candidates because of his indigent status and inability to pay, clearly indicated by his financial documentation at the time, which is well covered in this agreement.

The first section is the header that clearly states that the entire indigent process is "as provided in Election Code §13309." Additionally the header states that this includes an affidavit of financial worth in support of the Application to file candidates statement without advance payment of estimated cost". It is important to note that the words "advance", "payment", and "estimated" are nowhere to be found in Section 13309, and are against the protocol that they clearly stated that this application and agreement are based on.

The second section states that the Plaintiff must submit his most recent federal income tax report along with the form, which is also attached. The Plaintiff's understanding of the detailed financial information required goes right along with Section 13309 and its intention to reduce the cost that an indigent pays in relation to a wealthy or rich candidate. This section also states that if the County denies indigent status, that they will not publish the candidate statement without immediate payment. Furthermore the section continues to use words that are not within Section 13309 including "prepayment, "estimated", "obligation", "pay". The last phrase, on the other hand, is 100% in alignment with Section 13309; "will be billed accordingly by the Registrar of Voters. This states, in accordance with Section 13309, that the Registrar of Voters, and only the Registrar of Voters, is allowed to bill, and only bill, an indigent candidate after the election.

The next section has the candidate fill out some blank fields creating a statement which implies that the candidate has to agree to this statement as part of the contract. At the time nothing in the statement seemed contrary to Section 13309, but now re-reading it, there are words and phrases that are not found in Section 13309 including "pay in advance", "estimated", and "required". Then the statement make the candidate agree to swear and affirm that their responses are true.

The fourth section simply has the candidate write their social, drivers license, and address for documentation purposes.

The fifth section requires the candidate to input their occupation and income. The plaintiff did not have a stable monthly income at that point in time, and wrote "irregular \$500-\$900 per month" as a high estimate, as some months had \$0 of income. For sources of income, because the Plaintiff did not have any direct source of income at that time, he wrote in his past years income from his personal business activities which totaled less than \$5,000 over two years. He mistakenly wrote the years 2011 and 2010 in reverse, which are actually the other way around based on the tax records provided.

In the sixth section of the document the County asks the candidate if they own assets including stocks bonds etc... The Plaintiff checked no because he had none.

The seventh section which spans multiple pages, simply requires the candidate to list all their bank accounts and the amount of money in each account. In addition to the Plaintiffs personal bank accounts, he chose to even list his business bank accounts which most likely would not have been required as that money is not for personal use until it becomes profit within your tax statements.

The eighth section has more agreements and understandings that the candidate must agree to. Against the statute as provided for within Section 13309, this statement uses words and phrases that are not found in Section 13309 including "I am still obligated to pay". Section 13309 simply states that the County "may" bill, and only bill, the candidate after the election. Additionally this document states against Section 13309; "in the manner established by Voter Registration and Elections". That phrase doesn't even make sense as there is no group called "voter Registration and Elections", and we all know that it can only be in the manner provided by Section 13309 that was stated at the beginning of this document. What is obvious is that nowhere in the document does it state that the manner will be conducted under Section 13307. They again repeat that if you are not indigent you but pay immediately or withdraw your statement, and that you must agree to provided a copy of your most recent income tax return, and declare that your answers are true.

The last section of the agreement simply has the candidate date, sign and write there address and phone number.

At the time, the Plaintiffs understanding of Section 13309 clearly explained that the most he would possibly have to pay was his "actual pro rata share" which was not the estimated cost, or cost the rich incumbent candidate had to pay as a rich candidate is in a different responsibility class related to the official guide, creating a different pro rata share. Furthermore this agreement implies that the bill must account for the Plaintiffs certified indigent class which would directly relate to the established responsibility class of an indigent in relation to the share that is pro rated. After years of research and deep understanding of the Elections Code, the Plaintiff now understands that according to the statute, an indigent candidate is not required to pay, and may only be billed, by the elections official, after an election. It is now clear that the Plaintiff can have his candidate statement published "Free of Charge", or at \$0 cost, which is the only legal agreement available at the time of publishing, pursuant to Section 13309 subsection (f) "If the local agency determines that the candidate is indigent, the local agency shall print and mail the statement."

2. The document of the Plaintiffs Financial worth and agreement to the terms of applying for indigent status is an official act of the Defendant, it is not reasonably subject to dispute and is capable of immediate and accurate determination, particularly since the Individual that generated it, the Registrar of Voters at the time of the election cycle, was involved in the process for certifying the Plaintiff Indigent.
3. This Plaintiffs Financial worth and agreement to the terms of applying for indigent status is relevant to one of the main issues of this case, in regards to the actions taken by the Defendants that they understood that the indigent candidate process was governed by Section 13309, that they are distorting and creating confusion by applying Section 13307 in this case incorrectly.

FINAL DECLARATION OF PLAINTIFF

I declare under penalty of perjury, under the laws of the State of California, that the forgoing is true and correct.

DATED: May 8th, 2014

RESPECTFULLY SUBMITTED,

By: _____

Jay Blas Jacob Cabrera

Plaintiff in Pro Persona